Lord Annesley, 2 Sch. & Lef. 607, 634. Many courts of law followed this equitable rule in construing the statute of limitations. *First Massachusetts Turnpike* v. *Field*, 3 Mass. 201; *Sherwood* v. *Sutton*, 5 Mason (U. S.) 143. See *Bree* v. *Holbech*, Dougl. 654. *Contra, Troup* v. *Executors of Smith*, 20 Johns. (N. Y.) 33. Later, many of the state codes lent express legislative sanction by providing that the statute should not run until "discovery of the fraud." See WOOD, LIMITATIONS, 3 ed., § 274, appendix. Even under such enactments the statute is held to run not only from actual knowledge of the fraud, but also whenever both the means of discovery and a reasonable cause for suspicion coexist. *Archer* v. *Freeman*, 124 Cal. 528, 57 Pac. 474; *Higgins* v. *Crouse*, 147 N. Y. 411, 42 N. E. 6; *Smalley* v. *Vogt*, 166 S. W. 1 (Texas). When, therefore, as in the principal case, a relation of confidence between the parties prevents suspicion, the statute does not run. *Kirkley* v. *Sharp*, 98 Ga. 484, 25 S. E. 562; *Arkins* v. *Arkins*, 20 Colo. App. 123, 77 Pac. 256. But the court in the principal case rested its decision on the ground that as the plaintiff had read the conveyance, she had "actual notice of the character of the instrument." Since stupidity, ignorance, or, as in the principal case, inattention born of confidence may prevent comprehension of what is read, such notice is not in fact the necessary result of reading the conveyance. Nor on the ground of policy should such notice be conclusively presumed in an action for fraud, for neither is there culpability in a failure to understand what is read nor should the courts protect a fraudulent defendant on the ground of the credulity of the plaintiff. *Fargo Gas & Coke Co.* v. *Fargo Gas & Electric Co.*, 4 N. D. 219, 59 N. W. 1066.

MASTER AND SERVANT — WORKMAN'S COMPENSATION ACTS — CONSTRUCTION OF CLAUSE EXCLUDING OTHER REMEDIES. — An injured seaman applied for a *mandamus* to the Industrial Insurance Commission to compel his employer to reimburse him for his injury in accordance with the Workman's Compensation Act, which excludes "every other remedy, proceeding, or compensation." 1913 SUPP. WASH. STAT. 667. *Held*, that the plaintiff is not entitled to the benefit of the act. *State* v. *Daggett*, 151 Pac. 648 (Wash.).

Under a similar statute, 1914 SUPP. N. Y. COMP. STAT. 997, it was held that an injured maritime servant could recover. *Walker* v. *Clyde Steamship Co.*, 765 N. Y. Comb. 529 (Ct. of App.).

An injured maritime servant can sue in admiralty for damages. *The Slingsby*, 116 Fed. 227. The Judiciary Act, which confers admiralty jurisdiction on the federal courts, saves "to suitors in all cases the right to a common-law remedy where the common law is competent to give it." 1 U. S. COMP. STAT. 516. This clause has been construed by the courts to include the statutory remedy created by a Workman's Compensation Act. *Berton* v. *Tietjen, etc. Co.*, 219 Fed. 763; *Kennerson* v. *Thames Towboat Co.*, 94 Atl. 372 (Conn.). On the other hand, any attempt by a state to modify the admiralty jurisdiction of the federal courts over such a case must necessarily fail. *Workman* v. *City of New York*, 179 U. S. 552, 557. See *The Fred E. Sander*, 208 Fed. 724, 730. Now a statute should not be construed as in conflict with the Constitution and laws of the United States, when it will bear any other interpretation. See *Knights, etc. Co.* v. *Jarman*, 187 U. S. 197, 201. It thus follows that the remedy created by the Workman's Compensation Acts should be construed as a substitution for former common-law remedies only, and so be coexistent with a remedy in admiralty, in the case of an injured seaman. *The Fred E. Sander*, *supra*. Hence the fact that an exclusive remedy cannot be given in admiralty should not deprive a maritime servant of the benefit of the act.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACT — ADMISSIBILITY OF HEARSAY BEFORE ADMINISTRATIVE TRIBUNAL. — An employee